

Document No.
4759

DEVELOPMENT IMPACT PROJECT AGREEMENT

-for-

745 ATLANTIC AVENUE
BOSTON, MASSACHUSETTS

4759

June , 1986

WHEREAS, this AGREEMENT, dated as of June , 1986 between the BOSTON REDEVELOPMENT AUTHORITY (hereinafter "Authority"), and ARTHUR DIMARTINO, as TRUSTEE OF 745 ATLANTIC REALTY TRUST under Declaration of Trust dated July 17, 1985, recorded in Suffolk County Registry of Deeds in Book 11987, Page 201, having an address c/o Trammell Crow Company, 101 Main Street, Cambridge, Massachusetts 02142 and its successors, assigns and legal representatives (hereinafter "Applicant").

WHEREAS, the Applicant proposes to construct a ten-story plus mezzanine level building with three levels below grade on the premises located at 745 Atlantic Avenue, Boston ("the Premises") for office, retail, and accessory parking uses (such building and proposed uses therein being referred to herein as the "Project").

WHEREAS, the Premises is a parcel of land containing approximately 19,731 square feet, upon which will be located the building containing approximately 165,740 square feet of gross floor area;

WHEREAS, the Applicant recognizes that the construction of the Project may have an indirect impact on the costs of housing in the City of Boston;

WHEREAS, the Applicant recognizes that the construction of the Project may result in the creation of new jobs, which in turn may require the creation of new job training programs or the expansion of existing programs;

WHEREAS, the Applicant, recognizing that the Project may have a potential impact on the housing and job training needs of the City, is willing to voluntarily make certain contributions or payments to the City to alleviate such housing and job training needs;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 - DEVELOPMENT IMPACT PROJECT PLAN

1.1 Development Impact Project Plan. The parties hereby acknowledge that the Applicant submitted to the Authority a development impact project plan (hereinafter "Plan"), and after a public hearing held on [date of hearing], notice of which was published in [name of newspaper] on [date of publication], the Authority approved the Plan on [date of approval].

Further, the parties hereby acknowledge and agree that, by no means and in no manner shall this Agreement or the covenants or obligations of the parties set forth herein be deemed a condition of or contingency to any zoning permits, variances, or other relief granted in connection with the Project and that any such zoning permits, variances, or other relief shall not be deemed conditioned or contingent upon this Agreement.

ARTICLE 2 - DEVELOPMENT IMPACT PROJECT CONTRIBUTION-HOUSING

2.1 Housing Contribution Grant. The Applicant shall be responsible, in accordance with the terms of this Agreement, for a housing contribution grant (hereinafter "Housing Contribution") in the amount as calculated and set forth in Section 2.5 of this Agreement. The Applicant may, at its option, satisfy its obligation for the Housing Contribution, in whole or in part, by the creation or by contributing to the creation of housing units for occupancy exclusively by low and moderate income residents as described in Section 2.2 of this Agreement (hereinafter "Housing Creation Option"), by payments made in accordance with Section 2.3 of this Agreement, (hereinafter "Housing Payment Option") or by a combination of both the Housing Creation Option and the Housing Payment Option, as described in Section 2.4 of this Agreement.

2.2 Housing Creation Option. If the Applicant shall elect to create or to contribute to the creation of housing units for occupancy exclusively by low and moderate income residents, the Applicant shall submit a proposal in writing to the Authority. Such proposal, if submitted to the Authority on or before the Housing Payment Date, as defined in Section 2.6 of this Agreement, and if approved by the Authority, shall satisfy the provisions of the Housing Contribution requirement set forth in Section 2.1 of this Agreement. The proposal shall include a description of the number, location, cost and design of the housing units and shall comply with any regulations properly promulgated by the Authority in respect of the Housing Creation Option.

2.3 Housing Payment Option. If the Applicant shall not have elected the Housing Creation Option prior to the Housing Payment Date, the Applicant shall contribute money payments, with such payments to be paid to the Collector-Treasurer of the

City of Boston acting as custodian of the Neighborhood Housing Trust, pending acceptance of such payments by the Neighborhood Housing Trust. The payments shall be made in seven (7) equal annual installments, unless the Housing Payment Option is converted to the Housing Creation Option as provided in Section 2.4. The first installment of the Housing Payment Option shall be due and payable on the Housing Payment Date, and subsequent installments shall be due and payable on the following six (6) anniversary dates of the Housing Payment Date. In the alternative, the Applicant may elect to make payment under the Housing Payment Option in a single installment, due and payable on the Housing Payment Date, in an amount equal to the total amount of the Housing Contribution which would otherwise be paid in seven (7) equal annual installments, discounted to represent the present value of such seven (7) equal annual installments if paid in a single installment on the Housing Payment Date.

2.4 Conversion to Housing Creation Option After Housing Payment Date. If, after the Housing Payment Date but before having paid all of the installments due under the Housing Payment Option, the Applicant shall desire to elect the Housing Creation Option, the Applicant shall submit a proposal in writing to the Authority. Such proposal, if approved by the Authority, shall satisfy the obligation of the Applicant to make any remaining annual installment payments due under the Housing Payment Option and shall satisfy the provisions of the Housing Contribution requirement.

2.5 Calculation of Housing Contribution. The parties hereby acknowledge that the Project will include retail and office uses. It is anticipated that the gross floor area of the Project devoted to one or more such uses in the aggregate will exceed one hundred thousand (100,000) square feet; the gross floor area devoted to such uses is expected to be 165,740 gross square feet, based upon schematic drawings for the Project. The amount of the Housing Contribution is calculated by multiplying each square foot of gross floor area in the Project in excess of 100,000 square feet by \$5.00 (the "Housing Formula"). Under the Housing Formula, it is anticipated that the amount of the Housing Contribution will be \$328,700.00 where the gross floor area of the Project is 165,740 square feet. The parties acknowledge that the amount of the Housing Contribution is based upon gross floor area as estimated in the Plan. If the gross floor area, as defined in Section 2-1(21) of the Boston Zoning Code and as certified by the Project Architect (as identified in the Plan) differs on the Housing Payment Date from the above-stated estimate, the Housing Contribution shall be the amount required under the Housing Formula.

2.6 Housing Payment Date. The Housing Payment Date shall be the date of issuance of the final building permit for the Project.

2.7 Waiver of Housing Contribution. If a building permit is not granted for any part of the Project, or if construction of any part of the Project is abandoned after a building permit is obtained prior to the commencement of substantial construction or if a building permit lapses and is not renewed, then the Applicant shall have no responsibility for the Housing Contribution with respect to the Project or part thereof and any portion of the Housing Contribution previously paid by the Applicant shall be promptly reimbursed to the Applicant.

2.8 Credit Towards Housing Contribution. If there shall hereafter be imposed by the City of Boston any contribution, assessment, levy, excise or tax upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for purposes substantially similar to the purposes recited in this Agreement, amounts payable hereunder by Applicant shall be credited against such contribution, assessment, levy, excise or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such contribution, assessment, levy, tax or excise, the obligations of the Applicant hereunder, to the extent of the amount of such contribution, assessment, levy, tax or excise, shall cease and be of no further force and effect.

ARTICLE 3 - DEVELOPMENT IMPACT PROJECT CONTRIBUTION-JOBS

3.1 Jobs Contribution Grant. The Applicant shall be responsible, in accordance with the terms of this Agreement, for a jobs contribution grant (hereinafter "Jobs Contribution") in the amount as calculated and set forth in Section 3.5 of this Agreement. The Applicant may, at its option, satisfy its obligation for the Jobs Contribution, in whole or in part, by creating or by contributing to the creation of a job training program for workers who will be employed, on a permanent basis, at the Project, as described in Section 3.2 of this Agreement, (hereinafter "Jobs Creation Option"), by payments made in accordance with Section 3.3 of this Agreement, (hereinafter "Jobs Payment Option"), or by a combination of both the Jobs Creation Option and the Jobs Payment Option, as described in Section 3.4 of this Agreement.

3.2 Jobs Creation Option. If the Applicant shall elect to contribute to the creation of a job training program for workers who will be employed, on a permanent basis, at the Project, the Applicant shall submit a proposal in writing to the Director of the Mayor's Office of Jobs and Community

Services. Such proposal, if submitted on or before the Jobs Payment Date, as defined in Section 3.6 of this Agreement, and if approved by said Director, shall satisfy the requirement of the Jobs Contribution as set forth in Section 3.1 of this Agreement.

3.3 Jobs Payment Option. If the Applicant shall not have elected the Jobs Creation Option prior to the Jobs Payment Date, the Applicant shall contribute money payments, with such payments to be paid to the Collector-Treasurer of the City of Boston acting as custodian of the Neighborhood Jobs Trust pending acceptance of such payments by the Neighborhood Jobs Trust. The payments shall be made in two (2) equal annual installments, unless the Jobs Payment Option is converted to the Jobs Creation Option as provided in Section 3.4. The first installment of the Jobs Payment Option shall be due and payable on the Jobs Payment Date, and the second installment shall be due and payable on the next following anniversary date of the Jobs Payment Date. In the alternative, the Applicant may elect to make payment under the Jobs Payment Option in a single installment, due and payable on the Jobs Payment Date, in an amount equal to the total amount of the Jobs Contribution which would otherwise be paid in two (2) equal annual installments, discounted to represent the present value of such two (2) equal annual installments if paid in a single installment on the Jobs Payment Date.

3.4 Conversion to Jobs Creation Option After Jobs Payment Date. If, after the Jobs Payment Date but before having paid all of the installments due under the Jobs Payment Option, the Applicant shall desire to elect the Jobs Creation Option, the Applicant shall submit a proposal in writing to the Director of the Mayor's Office of Jobs and Community Services. Such proposal, if approved by said Director, shall satisfy the obligation of the Applicant to make any remaining annual installment payments due under the Jobs Payment Option and shall satisfy the provisions of the Jobs Contribution requirement.

3.5 Calculation of Jobs Contribution. The parties hereby acknowledge that the Project will include retail and office uses. It is anticipated that the gross floor area of the Project devoted to one or more such uses in the aggregate will exceed one hundred thousand (100,000) square feet; the gross floor area devoted to such uses is expected to be 165,740 gross square feet, based upon schematic drawings for the Project. The amount of the Jobs Contribution is calculated by multiplying each square foot of gross floor area in the Project in excess of 100,000 square feet by \$1.00 (the "Jobs Formula"). Under the Jobs Formula, it is anticipated that the amount of the Jobs Contribution will be \$65,740. The parties acknowledge

that the amount of the Jobs Contribution is based upon gross floor area as estimated in the Plan. If the gross floor area, as defined in Section 2-1(21) of the Boston Zoning Code and as certified by the Project Architect (as identified in the Plan) differs on the Jobs Payment Date from the above-stated estimate, the Jobs Contribution shall be the amount required under the Jobs Formula.

3.6 Jobs Payment Date. The Jobs Payment Date shall be the date of issuance of the final building permit.

3.7 Waiver of Jobs Contribution. If a building permit is not granted for any part of the Project, or if construction of any part of the Project is abandoned after a building permit is obtained prior to the commencement of substantial construction, or if a building permit lapses and is not renewed, then the Applicant shall have no responsibility for the Jobs Contribution with respect to the Project or part thereof and any portion of the Jobs Contribution previously paid by the Applicant shall be promptly reimbursed to the Applicant.

3.8 Credit Toward Jobs Contribution. If there shall hereafter be imposed by the City of Boston any contribution, assessment, levy, excise or tax upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for purposes substantially similar to the purposes recited in this Agreement, amounts payable hereunder by Applicant shall be credited against such contribution, assessment, levy, excise or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such contribution, assessment, levy, tax or excise, the obligations of the Applicant hereunder, to the extent of the amount of such contribution, assessment, levy, tax or excise, shall cease and be of no further force and effect.

ARTICLE 4 - RESIDENT CONSTRUCTION EMPLOYMENT PLAN

4.1 Boston Residents Construction Employment Standards. The Applicant shall submit a plan, to be known as a Boston Residents Construction Employment Plan to the Director of the Authority, which plan shall set forth in detail the Applicant's plans to ensure that its contractor, and those engaged by said contractor for construction of the Project on a craft by craft basis, shall meet the following Boston Residents Construction Employment Standards: (1) at least 50 percent of the total employee workerhours in each trade shall be by bona fide Boston residents; (2) at least 25 percent of the total employee workerhours in each trade shall be by minorities; and (3) at least 10 percent of the total employee workerhours in each trade shall be by women. The Applicant shall include in the

plan provisions for monitoring, compliance and sanctions. The Applicant shall submit the plan within three months from the execution of this Agreement or prior to the issuance of a building permit, whichever occurs sooner.

4.2 Workerhours Defined. For purposes of this Article, workerhours shall include on-the-job training and apprenticeship positions.

ARTICLE 5 - EMPLOYMENT OPPORTUNITY PLAN

5.1 Employment Opportunity Plan. The Applicant shall formulate an Employment Opportunity Plan, which plan shall provide for the applicant's good faith efforts to achieve a goal that 50% of the permanent employment opportunities created by the Project shall be made available to Boston residents. The Applicant shall submit the plan to the Director within three (3) months from the execution of this Agreement.

ARTICLE 6 - LIABILITY

6.1 Scope of Applicant's Liability. Subject to the provisions contained in 7.5 of this Agreement, the Authority agrees to look solely to the interests from time to time in the Project that are subject to this Agreement as more fully described in the Plan, whether owned by the Applicant or its successors or assigns, as the case may be, for any claim against the Applicant or its successors arising under this Agreement in connection with the Project.

6.2 No Personal Liability. Subject to the provisions contained in 7.5 of this Agreement, neither the Applicant nor any trustee, beneficiary, partner, stockholder, manager, officer, director, agent or employee of the Applicant or its successors and assigns shall be personally or individually liable under this Agreement, nor shall it or they be liable beyond the extent of its or their interest in the Project.

ARTICLE 7 - MISCELLANEOUS PROVISIONS

7.1 Amendments; Law to be Applied. If the parties hereto agree hereafter to amend this Agreement, such amendment shall be in writing and executed by the parties hereto. This Agreement shall be governed by the laws of The Commonwealth of Massachusetts, and sets forth the entire agreement between the parties with respect to the subject matter contained herein. This Agreement is binding and enforceable under contract law upon, and inures to the benefits of the parties, their successors, assigns, and legal representatives, including, without limitation, any successor owner of the Project and the Neighborhood Housing Trust and the Neighborhood Jobs Trust, as

successor to the Authority notwithstanding any subsequent amendment or change in any policy of the Authority or any amendment or repeal of all or any portion of the Boston Zoning Code or court decision having the effect of an amendment or repeal of all or any portion of the Boston Zoning Code and notwithstanding any change or amendment of the Housing Formula or the Jobs Formula by the Authority.

7.2 Compliance with Development Impact Project Plan. The Authority hereby acknowledges approval of the Plan, as voted by the Authority on [date Plan approved]. The Applicant hereby agrees to proceed with the Project in accordance with the Plan.

7.3 Knowledge of Laws. The Applicant shall keep itself fully informed of all votes of the Authority, City ordinances, executive orders, and regulations, and state and federal law which in any manner affect the provisions of this Agreement. Applicant shall at all times observe and comply with said votes, ordinances, executive orders, regulations or laws, and shall protect and indemnify the City and the Authority, its officers, agents and employees against any claim or liability arising from or based upon the violations of such votes, ordinances, executive orders, regulations or laws, caused by any act or omission of the Applicant, its agents or employees.

7.4 Notice. All notices under this Agreement must be in writing and delivered in hand or mailed, postage prepaid, by registered or certified mail, return receipt requested, to the parties at the following addresses:

Authority: Boston Redevelopment Authority
Director's Office
City Hall Square
Boston, MA 02201

With copies to: Boston Redevelopment Authority
Chief General Counsel
City Hall Square
Boston, MA 02201

Applicant: Arthur DiMartino, Trustee
745 Atlantic Realty Trust
c/o Trammell Crow Company
101 Main Street
Cambridge, Massachusetts 02142

With copies to: Joseph W. Haley, Esquire
Goodwin, Procter & Hoar
Exchange Place
Boston, MA 02109

7.5 Record Notice of Agreement. Unless the Applicant shall elect to make payments under both the Housing Payment Option and the Jobs Payment Option in a single installment as provided in Sections 2.3 and 3.3, the Applicant shall, if permitted, record at the Suffolk County Registry of Deeds a notice of this Agreement, in substantially the same form as Exhibit A attached hereto and hereby incorporated by reference. Failure of the Applicant to comply with this section of this Agreement shall render the provisions contained in Article 6 of this Agreement null and void. The Authority hereby agrees that upon the satisfaction by Applicant of its obligations under the Housing Contribution or the Jobs Contribution, the Authority shall deliver to Applicant in recordable form, a certification that said Housing Contribution or Jobs Contribution, or both, as the case may be, has been satisfied by Applicant and that Applicant has no further liability for such Housing Contribution or Jobs Contribution.

7.6 Titles. The captions of this Agreement, its articles and sections throughout this document are intended solely to facilitate reading and referencing its provisions. Such captions shall not affect the meaning or interpretation of this Agreement.

7.7 Transfer of Interest. Rights and interests accorded by this Agreement shall not assigned, delegated, subcontracted or in any way transferred by the Applicant without prior written notice to the Authority.

Approved as to Form:

BOSTON REDEVELOPMENT AUTHORITY

Chief General Counsel

By: _____
Stephen Coyle, Director
Hereunto duly authorized

745 ATLANTIC REALTY TRUST

By: _____
Arthur DiMartino, as
Trustee and not
individually

BOSTON REDEVELOPMENT AUTHORITY

June 12, 1986

Development Impact Project Plan
745 Atlantic Avenue
South Station

Developer: Arthur DiMartino, Trustee of 745 Atlantic Realty Trust c/o Trammell Crow Company, 101 Main Street, Cambridge, Massachusetts 02142.

Architect: The Stubbins Associates Inc., 1033 Massachusetts Avenue, Cambridge, Massachusetts 02138.

Site Description: The site is bounded by Atlantic Avenue, Beach Street and South Street and is shown on a plan entitled "Plan of Land in Boston, Mass." by Boston Survey Consultants dated September 10, 1985 a copy of which is attached hereto as Exhibit A. The site contains approximately 19,731 square feet of land and is more particularly described in Exhibit B attached hereto. The site is currently improved with a 3-story brick building containing approximately 33,000 square feet of floor area and with a bituminous concrete parking area.

General Description of Proposed Development and Uses: The existing three story brick building will be demolished and the existing open air parking area will be removed in order to construct on the site a new brick and glass structure (the "Building") containing three levels of underground accessory parking to accommodate 153 automobiles, and ten floor levels plus mezzanine area above ground. The ground floor of the Building will be used as retail space and the upper floors of the Building will be used as office space. The Building will contain approximately 165,740 square feet of gross floor area resulting in a floor area ratio of 8.40 on the site. The Building will not exceed a height of 147 feet to the parapet. The Building will be constructed primarily of brick and glass with granite at the base and interiors of wood and marble.

Estimated Construction Time: Construction to begin: August, 1986. Scheduled completion of Building shell: October, 1987.

Projected Number of Employees: During construction on estimated 350 jobs will be created. After completion the employee population will be approximately 800-1000 people. The Developer has agreed to submit a plan to the Director of the Boston Redevelopment Authority detailing its plans to ensure that its Contractor, and those engaged by its Contractor meet the following standards: (1) at least 50% of total employee

worker hours in each trade will be by Boston residents; (2) at least 25% of total employee worker hours in each trade will be by minorities; and (3) at least 10% of total employee worker hours in each trade will be by women. The Developer will likewise formulate an Employment Opportunity Plan, which plan will detail Developer's good faith efforts to achieve a goal that 50% of the permanent employment opportunities created by the Project will be made available to Boston residents.

Development Impact Project Contribution: The Developer will enter into a Development Impact Project Agreement (the "Agreement") with the Boston Redevelopment Authority (the "Authority"). The Agreement will require the Developer to make certain contributions by means of a housing payment option or a housing creation option (the housing payment option and the housing creation option hereinafter referred to as the "Housing Contribution"). If the Developer elects to create or contribute to the creation of housing exclusively for low and moderate income residents, the Developer shall submit a proposal in writing to the Authority for its approval. If the Developer elects to satisfy its Housing Contribution through money payments, the same shall be made to the Collector-Treasurer of the City of Boston acting as custodian of the Neighborhood Housing Trust. Such payments shall be made in seven equal annual installments, the first of which is due upon the issuance of a final building permit and annually thereafter on the anniversary of the first payment. The Developer may elect to satisfy its Housing Contribution by a combination of the housing payment option and the housing creation option as described in the Agreement.

The amount of the Housing Contribution shall be an amount equal to the number of square feet of gross floor area in the Building (as gross floor area is defined by the Boston Zoning Code) which exceeds 100,000 square feet of gross floor area multiplied by \$5.00. At the present time, it is anticipated that the amount of the Housing Contribution will be \$328,700, based on a gross floor area in the Building of 165,740 square feet.

The Agreement will also require the Developer to make a jobs contribution (hereinafter "Jobs Contribution") which shall be made to the Collector-Treasurer of the City of Boston acting as custodian of the Neighborhood Jobs Trust. If the Developer elects to contribute to the creation of a job training program for workers who will be employed, on a permanent basis, in the Building, the Developer shall submit a proposal in writing to the Director of the Mayor's Office of Jobs and Community Services for his approval. If the Developer elects to satisfy its Jobs Contribution by means of a money payment such payments shall be made in two equal annual installments, the first of

which is due upon the issuance of a final building permit, and the second on the anniversary of the first payment. The Developer may elect to satisfy its Jobs Contribution by a combination of a money payment and a contribution to the creation of a jobs training program as described in the Agreement.

The amount of the Jobs Contribution shall be an amount equal to the number of square feet of gross floor area in the Building (as gross floor area is defined in the Boston Zoning Code) which exceeds 100,000 square feet of gross floor area multiplied by \$1.00. At the present time, it is anticipated that the amount of the Jobs Contribution will be \$65,740, based on a gross floor area in the Building of 165,740 square feet.

Proposed Traffic Circulation: The anticipated vehicular traffic to be generated by employees and visitors to the Building will not substantially change the level of service experienced at any intersection and will have a nominal impact on existing traffic operations.

Parking and Loading Facilities: 153 accessory parking spaces will be provided in three underground levels, with access to the parking area from South Street. It is estimated that the automobile parking demand to be generated by employees and visitors to the Building will exceed the proposed supply by only 9 spaces, so that an approximate match of supply and demand will be provided. The entrance and exit to the parking facility on South Street should not present any significant traffic operational problem.

Three off-street loading bays will be available in the service area which is entered from Atlantic Avenue. The modest scale of the Building combined with its expected occupancy in large part by professional offices will result in a relatively low volume of loading activity. The Developer intends to establish an access management program to encourage the scheduling of deliveries during off-peak traffic periods.

Access to Public Transportation: The Building is located across the street from South Station with its Red Line, commuter rail service, Amtrak, and express/commuter bus services. In the future, these travel modes will be strengthened through construction of a new South Station Intermodal Transportation Center, incorporating intercity bus services with the existing travel modes.

The public transportation now serving the immediate area includes the following facilities:

At or in the immediate South Station area:

MBTA Red Line Subway;
MBTA Commuter Rail, southern and western routes;
MBTA Express Buses utilizing Mass Turnpike corridor;
MBTA Local Buses serving South Station;
Private bus lines serving the South Shore area;
Trailways Bus Terminal (at Atlantic Avenue and Congress Street)

Within a 10 minute walk (also accessible through subway transfers):

MBTA Orange Line at Washington Street (direct transfer);
MBTA Green Line at Park Street (direct transfer);
MBTA Blue Line at State Street (two transfers).

Open Space and Landscaping: Although the Building covers most of the site, protected open space will be provided by walkway arcades at the approach to both corner entrys. Trees with tree grates will be planted adjoining the sidewalks along the three public ways surrounding the Building. Granite planters containing seasonal plantings will be located at the main entry to the Building. These planters are designed to be used as seating areas.

Schematic Design Drawings: Schematic design drawings have been completed by The Stubbins Associates and are listed in Exhibit C. Minor changes may be made to these drawings; however, these changes will not cause any increase to the height of the Building or to the gross floor area of the Building nor will they significantly alter the general appearance of the Building.

Design Review: The Developer has had design review sessions with the Authority, representatives of the neighborhood association, and representatives of the Boston Landmark Commission. All design plans for the Building will be subject to design review in accordance with the Authority's Development Review Procedures.

Proposed Uses: The portion of the Building which is above grade shall be used for retail and office purposes which are allowed uses in the M-8 Zoning District. The establishment of 153 accessory off-street parking spaces in three levels of underground parking is a conditional use under Section 8-7(72) of the Zoning Code which requires the approval of the Board of Appeal.

Zoning: The site is located entirely within the M-8 Zoning District and within the Restricted Parking Overlay District.

A conditional use permit is required to allow the establishment of 153 off-street accessory parking spaces in three underground parking levels under Section 8-7(72) of the Zoning Code, since the Building is located within the Restricted Parking District.

The Building will contain 165,740 square feet of gross floor area which results in a floor area ratio of 8.4 on the site. The maximum allowed floor area ratio in the M-8 Zoning District is 8.0 and therefore a variance from Section 15-1 of the Zoning Code is required.

The Building will extend to the lot lines of the site after construction. Although the Building is designed so that it is set back at levels eight, ten and mezzanine level, there is no setback of the parapet of the Building along the southerly lot line at the height at which such setback is required. A 20 foot setback at and above a height of 110 feet is required along the southerly lot line and therefore a variance from Section 21-1 of the Zoning Code is required.

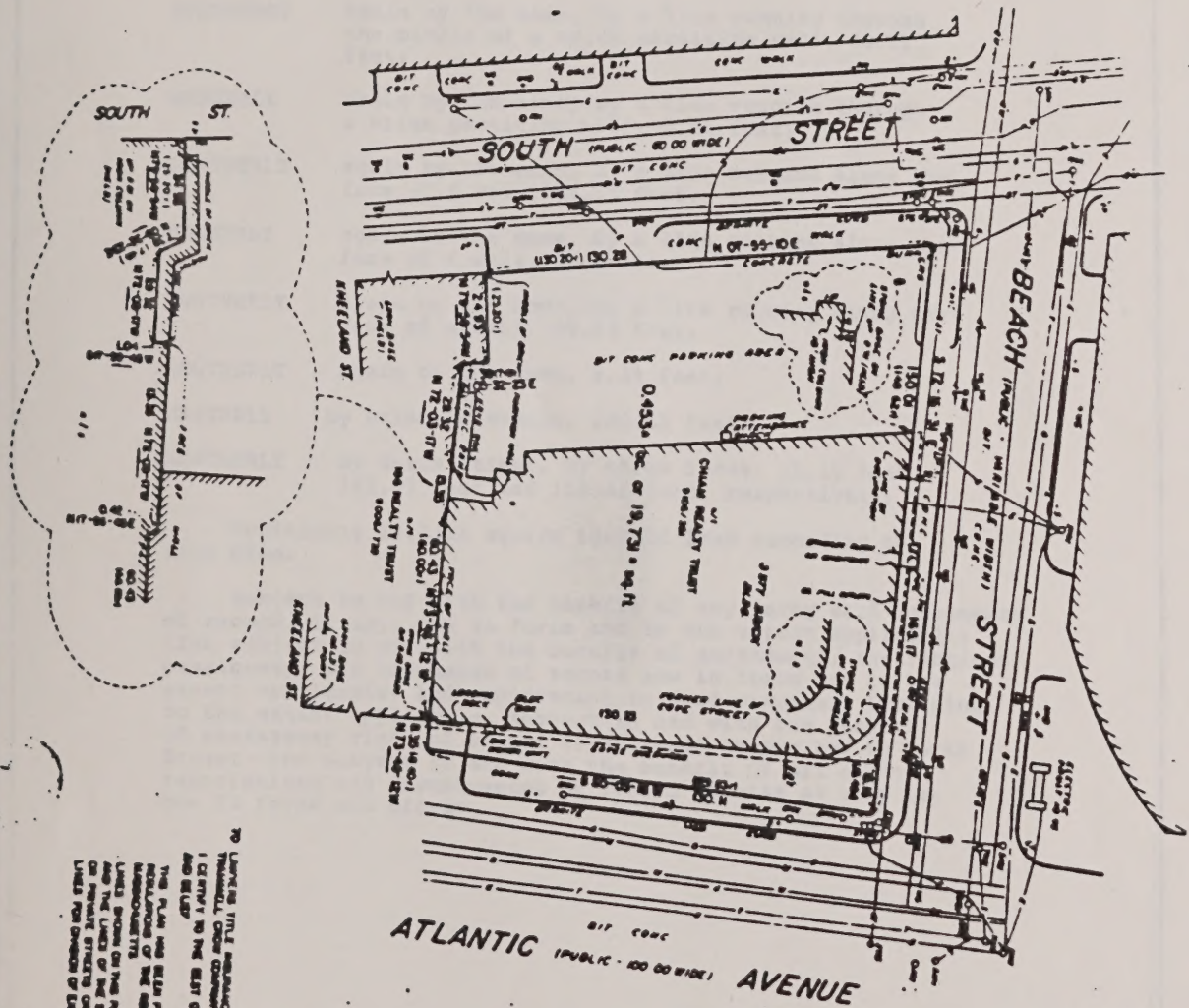
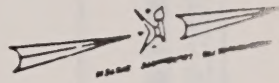
Density: The gross floor area and floor area ratio calculations for the Building are attached hereto as Exhibit D.

VS-3869/n
6/11/86



SITE LOCATION

EXHIBIT A



TO LAYING OUT THE PROPOSED SUBDIVISION, THE PLAT SHOWS THE PROPOSED LOTS, THE PROPOSED STREETS, AND THE PROPOSED WALKS. THE PLAT ALSO SHOWS THE PROPOSED LOT LINES, THE PROPOSED LOT AREAS, AND THE PROPOSED LOT DIMENSIONS. THE PLAT ALSO SHOWS THE PROPOSED LOT CORNERS, THE PROPOSED LOT ADJACENTS, AND THE PROPOSED LOT EASEMENTS. THE PLAT ALSO SHOWS THE PROPOSED LOT RESERVATIONS, THE PROPOSED LOT ENCUMBRANCES, AND THE PROPOSED LOT LIENS. THE PLAT ALSO SHOWS THE PROPOSED LOT TAXES, THE PROPOSED LOT RENTALS, AND THE PROPOSED LOT PROFITS. THE PLAT ALSO SHOWS THE PROPOSED LOT LOSSES, THE PROPOSED LOT DAMAGES, AND THE PROPOSED LOT PENALTIES. THE PLAT ALSO SHOWS THE PROPOSED LOT REWARDS, THE PROPOSED LOT BONUSES, AND THE PROPOSED LOT PRIZES. THE PLAT ALSO SHOWS THE PROPOSED LOT LOTTERIES, THE PROPOSED LOT GAMES, AND THE PROPOSED LOT CONTESTS. THE PLAT ALSO SHOWS THE PROPOSED LOT RACES, THE PROPOSED LOT SPORTS, AND THE PROPOSED LOT EVENTS. 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THE PLAT ALSO SHOWS THE PROPOSED LOT UNIONS, THE PROPOSED LOT COOPERATIVES, AND THE PROPOSED LOT PARTNERSHIPS. THE PLAT ALSO SHOWS THE PROPOSED LOT JOINT VENTURES, THE PROPOSED LOT CONSORTIUMS, AND THE PROPOSED LOT TRUSTS. THE PLAT ALSO SHOWS THE PROPOSED LOT ESTATES, THE PROPOSED LOT FIDUCIARIES, AND THE PROPOSED LOT ESTATE PLANNERS. THE PLAT ALSO SHOWS THE PROPOSED LOT ATTORNEYS, THE PROPOSED LOT ACCOUNTANTS, AND THE PROPOSED LOT FINANCIAL ADVISORS. THE PLAT ALSO SHOWS THE PROPOSED LOT ENGINEERS, THE PROPOSED LOT ARCHITECTS, AND THE PROPOSED LOT LAND SURVEYORS. THE PLAT ALSO SHOWS THE PROPOSED LOT REAL ESTATE AGENTS, THE PROPOSED LOT BROKERS, AND THE PROPOSED LOT INVESTORS. THE PLAT ALSO SHOWS THE PROPOSED LOT DEVELOPERS, THE PROPOSED LOT BUILDERS, AND THE PROPOSED LOT CONTRACTORS. THE PLAT ALSO SHOWS THE PROPOSED LOT MANUFACTURERS, THE PROPOSED LOT DISTRIBUTORS, AND THE PROPOSED LOT RETAILERS. 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Approved: *[Signature]*
 NOTARIAL PUBLIC, LAND SURVEYOR
 DATE: 10/1/15

EXHIBIT B

WESTERLY by South Street, 130.28 feet;
SOUTHERLY by land now or formerly of 186 Realty Trust,
by a line running through the middle of a brick
partition wall, 24.93 feet;
WESTERLY by the same, by a line running through the middle
of a brick partition wall, 7.39 feet;
SOUTHERLY again by the same, by a line running through
the middle of a brick partition wall, 29.32
feet;
WESTERLY again by the same, by a line running thorough
a brick partition wall, 1.04 feet;
SOUTHERLY again by the same, by a line running along the
face of a wall, 13.35 feet;
WESTERLY again by the same, by a line running along the
face of a wall, 0.42 feet;
SOUTHERLY again by the same, by a line running along the
face of a wall, 60.43 feet;
SOUTHERLY again by the same, 8.35 feet;
EASTERLY by Atlantic Avenue, 130.11 feet;
NORTHERLY by Beach Street, by three lines, 15.16 feet,
165.17 feet and 150.01 feet, respectively;

Containing 19,731 square feet of land according to
said plan.

Subject to and with the benefit of any party wall agreements
of record, if any, now in force and to the extent applicable;
also subject to and with the benefit of agreements, restrictions,
passageways and easements of record now in force and to the
extent applicable, and appurtenant to said premises, including,
to the extent applicable, subject to and with the benefit
of passageway right of record to Atlantic Avenue and to South
Street; and subject to and with the benefit of all other
restrictions and encumbrances of record insofar as they are
now in force and effect.

EXHIBIT C

TSA Drawing Index DESIGN DEVELOPMENT 5-30-86

<u>TITLE</u>	<u>SCALE</u>
1.1 Existing Survey	1' = 10'-0"
1.2 Site Survey	1/8" = 1'-0"
2.1 Floor Plan Level B3	1/8" = 1'-0"
2.2 Floor Plan Level B2	1/8" = 1'-0"
2.3 Floor Plan Level B1	1/8" = 1'-0"
2.4 Ground Floor	1/8" = 1'-0"
2.5 Level 2	1/8" = 1'-0"
2.6 Level 3-6	1/8" = 1'-0"
2.7 Level 7	1/8" = 1'-0"
2.8 Level 8 & 9	1/8" = 1'-0"
2.9 Level 10	1/8" = 1'-0"
2.10 Level 11 & Penthouse	1/8" = 1'-0"
2.11 Roof Plan	1/8" = 1'-0"
2.12 Reflected Ceiling Plan (Lobby)	1/4" = 1'-0"
2.13 " " " Typical Core	1/4" = 1'-0"
2.14 Ceiling Plan (Typical Floor)	1/8" = 1'-0"
3.1 Elevation North	1/8" = 1'-0"
3.2 " East	1/8" = 1'-0"
3.3 " South	1/8" = 1'-0"
3.4 " West	1/8" = 1'-0"
3.5 Building Section N/S	1/8" = 1'-0"
3.6 Building Section E/W	1/8" = 1'-0"
3.7 Partial Section - Service Area	1/4" = 1'-0"
4.1 Wall Sections	3/4" = 1'-0"
4.2 Wall Sections	3/4" = 1'-0"
4.3 Wall Sections	3/4" = 1'-0"
4.4 Wall Sections	3/4" = 1'-0"
4.5 Wall Sections	3/4" = 1'-0"
5.1 Spandrel & Pier Details	3" = 1'-0"
10.1 Core Plans: B.1, B.2 & B.3	1/4" = 1'-0"
10.2 Ground Floor Core Plan	1/4" = 1'-0"
10.3 Core Plan Typical Floor	1/4" = 1'-0"
11.1 Lobby Plan	1/4" = 1'-0"
11.2 Lobby Elevations	1/4" = 1'-0"

745 ATLANTIC AVENUE
LeM File No. 85143

DRAWING LIST

- *14.1 GENERAL NOTES
- *14.2 TYPICAL DETAILS
- *14.3 FOUNDATION - LEVEL B-3
- *14.4 LEVEL B-2 AND B-1 FRAMING PLANS
- *14.5 GROUND LEVEL FRAMING PLAN
- *14.6 LEVEL 2 FRAMING PLAN
- *14.7 LEVELS 3 THRU 6 FRAMING PLAN
- 14.8 LEVEL 7 FRAMING PLAN
- *14.9 LEVEL 8 FRAMING PLAN
- 14.10 LEVEL 9 FRAMING PLAN
- 14.11 LEVEL 10 FRAMING PLAN
- 14.12 MEZZANINE AND PENTHOUSE FRAMING PLAN
- 14.13 ROOF FRAMING PLAN
- 14.14 CONCRETE BEAM AND COLUMN SCHEDULES
- 14.15 CONCRETE SECTIONS AND DETAILS
- 14.16 CONCRETE SECTIONS AND DETAILS
- 14.17 STEEL COLUMN SCHEDULE AND BRACING ELEVATIONS
- 14.18 SECTIONS AND DETAILS
- 14.19 SECTIONS AND DETAILS
- 14.20 SECTIONS AND DETAILS

* INDICATE DRAWING SUBMITTED FOR DESIGN DEVELOPMENT MAY 30, 1986.

Exhibit D

Gross Floor Area Calculations

Ground Floor	14,526 s/f
Second Floor	16,569 s/f
Third Floor	18,210 s/f
Fourth Floor	18,210 s/f
Fifth Floor	18,210 s/f
Sixth Floor	18,210 s/f
Seventh Floor	18,210 s/f
Eighth Floor	13,654 s/f
Ninth Floor	13,654 s/f
Tenth Floor	11,591 s/f
Mezzanine/Tower	4,696 s/f
Total Gross Floor Area	165,740 square feet

Document # 4759

M E M O R A N D U M

June 12, 1986

TO: BOSTON REDEVELOPMENT AUTHORITY
AND STEPHEN COYLE, DIRECTOR

FROM: SUSAN ALLEN, ASSISTANT DIRECTOR FOR DEVELOPMENT AND
URBAN DESIGN
MITCHELL FISCHMAN, SENIOR PROJECT COORDINATOR

SUBJECT: DEVELOPMENT IMPACT PROJECT PLAN
AND DEVELOPMENT IMPACT PROJECT AGREEMENT FOR
745 ATLANTIC AVENUE IN THE SOUTH STATION AREA

Arthur DiMartino as Trustee of 745 Atlantic Realty Trust c/o Trammell Crow Company requests approval of a Development Impact Project Plan ("DIPP") and a Development Impact Project Agreement ("Agreement") in order to construct a new brick and glass office and retail building at 745 Atlantic Avenue, on the parcel containing approximately 19,731 square feet of land bounded by Atlantic Avenue, South Street, and Beach Street. A vacant three-story brick building on the parcel is to be demolished and an open air parking lot will be removed in order to construct the building. The Project will include approximately 165,740 square feet of gross floor area in ten floors plus mezzanine area above grade and will also contain three levels of underground accessory parking for 153 automobiles. The mechanical area for the building is located on the same level as the mezzanine area. The ground floor of the building will be used as retail space and the upper floors of the building will be used as offices. The building will not exceed a height of 147 feet to the parapet and is designed so that it is set back at floors eight, ten and mezzanine level, so that the higher portions of the building are shifted away from South Street and towards Atlantic Avenue and the adjoining property which contains an existing building. The floor area ratio of the Project will be 8.4 which exceeds the 8.0 maximum floor area ratio of the zoning district.

The Project has undergone design review by Authority staff and design development drawings have been approved. The design of the Project has also been reviewed by members of the Leather District Neighborhood Association, by other residents and local business people from the surrounding area and informally by representatives of the Boston Landmarks Commission. The Developer has to date held four meetings in the community to discuss the Project and has responded to a number of concerns of the community in redesign of the building especially in terms of its height and massing.

The Developer intends to begin construction in the fall of 1986 and complete the construction of the building in October, 1987. Approximately 350 construction jobs will be created by the Project.

Under the DIPP and the Agreement the Developer will make a Housing Contribution of approximately \$328,700, by either a housing payment option or a housing creation option, in order to develop low and moderate income housing in the City. The Developer will also make a Jobs Contribution of approximately \$65,740, by either a jobs payment option or a jobs creation option, to be used for the creation of a jobs training program for workers who may be employed, on a permanent basis, at the Project.

As a result of discussions with representative of the local community, the overall height of the building has been reduced from 155 feet to 147 feet and the mass of the building has been shifted to address local community concerns. Specifically, the setback of the building along South Street has been increased from 15 feet to 18 feet which increases the amount of daylight to the adjacent Beach Street, the turret has been engaged into the mass of the building, and the top of the building has been redesigned to further lessen the visual impact of the proposed design. In addition to building redesign, the Developer plans to make various public improvements in the sidewalk areas surrounding the Project. These improvements include widening of the sidewalk along Atlantic Avenue in accordance with city guidelines and the installation of trees with tree grates in the sidewalks surrounding the building on three sides. Granite planters to contain seasonal flowers and plantings will be installed adjacent to the main entry of the building at the corner of Atlantic Avenue and Beach Street in the protected walkway arcade which will be suitable for informal outdoor seating.

We therefore recommend that the Authority approve the attached Development Impact Project Plan and authorize the Director to execute the Development Impact Project Agreement as requested by Arthur DiMartino, as Trustee of 745 Atlantic Realty Trust.

Appropriate votes follow:

VOTED: That in connection with the Development Impact Project Plan for 745 Atlantic Avenue in the South Station area of Boston, presented at a public hearing duly held at the offices of the Authority on June 12, 1986, and after consideration of the evidence presented at that hearing, the Boston Redevelopment Authority finds that said Plan: (1)

conforms to the general plan for the City of Boston as a whole; (2) contains nothing that will be injurious to the neighborhood or otherwise detrimental to the public welfare; and (3) does adequately and sufficiently satisfy all other criteria and specifications for a Development Impact Project Plan as set forth in Articles 26A and 26B of the Boston Zoning Code as amended; and further

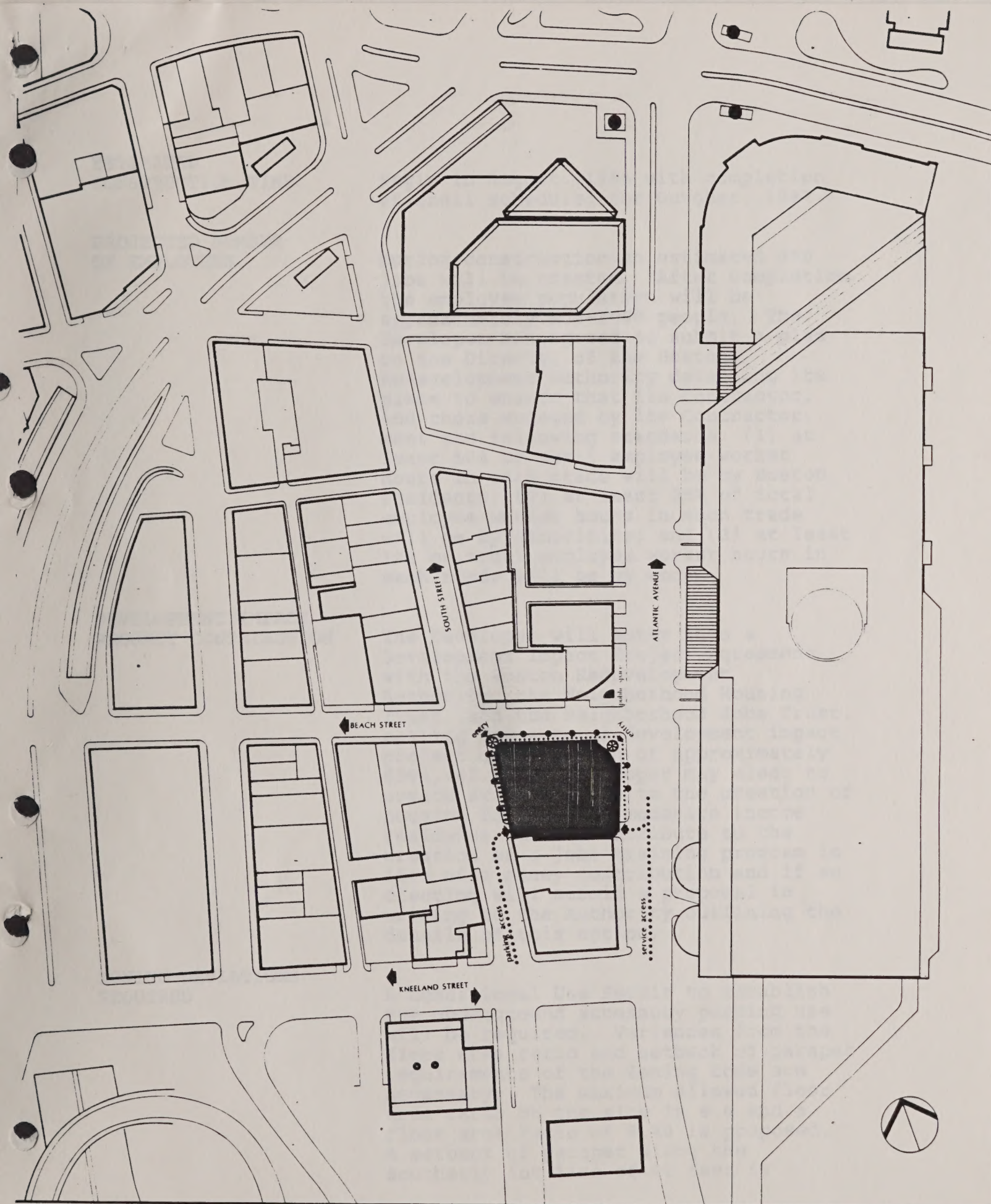
VOTED: That pursuant to the provisions of Articles 26A and 26B of the Boston Zoning Code as amended, the Boston Redevelopment Authority hereby approves the Development Impact Project Plan for 745 Atlantic Avenue. Said Development Plan is embodied in a written document entitled "Development Impact Project Plan 745 Atlantic Avenue South Station", dated June 12, 1986, and in a series of design development drawings listed in Exhibit C of said document; said document and plans shall be on file in the office of the Director of Zoning of the Authority; and further

VOTED: That the Authority hereby authorizes the Director to execute, in the name and on behalf of the Authority, a Development Impact Project Agreement, in substantially the form attached hereto, with the developer of 745 Atlantic Avenue and to certify in the name of the Authority, that plans submitted to the Inspectional Services Commissioner in connection with said project are in conformity with said Development Impact Project Plan, and that the developer has entered into an Agreement with the Authority to be responsible for the Housing Contribution and a Jobs Contribution Grant; and further

VOTED: That in reference to petition BZC-8649 brought by 745 Atlantic Realty Trust, c/o Trammell Crow Company, 101 Main Street, Cambridge, Massachusetts, for a conditional use permit and variances as listed in the Development Impact Project Plan for 745 Atlantic Avenue, which is approved by the Authority today, the Boston Redevelopment Authority recommends approval provided that the Authority and the developer have executed a Development Impact Project Agreement and that plans are submitted to the Authority for design review approval to ensure that the plans are consistent

with the plans previously approved by the Authority and with the Development Impact Project Plan. The Authority finds said petition to be in conformity with said Development Plan.

VS-3896/n
6/3/86



745 ATLANTIC AVENUE
BOSTON, MASSACHUSETTS

TRAMMELL CROW CO.

LOCATION PLAN

1" = 50' - 0" 1/23/04

THE STUBBINS ASSOCIATES, INC.

ARCHITECTURE PLANNING INTERIOR DESIGN
1033 MASSACHUSETTS AVENUE
CAMBRIDGE, MA (617) 491-6450

ESTIMATED
CONSTRUCTION TIME

Begin in August, 1986 with completion
of shell scheduled for October, 1987.

PROJECTED NUMBER
OF EMPLOYEES

During construction an estimated 350 jobs will be created. After completion the employee population will be approximately 800-1000 people. The Developer has agreed to submit a plan to the Director of the Boston Redevelopment Authority detailing its plans to ensure that its Contractor, and those engaged by its Contractor, meet the following standards: (1) at least 50% of total employee worker hours in each trade will be by Boston residents; (2) at least 25% of total employee worker hours in each trade will be by minorities; and (3) at least 10% of total employee worker hours in each trade will be by women.

DEVELOPMENT IMPACT
PROJECT CONTRIBUTION

The Developer will enter into a Development Impact Project Agreement with the Boston Redevelopment Authority, the Neighborhood Housing Trust, and the Neighborhood Jobs Trust, calling for a total development impact project contribution of approximately \$394,440. The Developer may elect to create or contribute to the creation of housing for low and moderate income residents and to contribute to the creation of a jobs training program in lieu of a money contribution and if so electing will submit a proposal in writing to the Authority outlining the details of this option.

ZONING DEVIATIONS
REQUIRED

A Conditional Use Permit to establish the underground accessory parking use will be required. Variances from the floor area ratio and setback of parapet requirements of the Zoning Code are necessary. The maximum allowed floor area ratio on the site is 8.0 and a floor area ratio of 8.40 is proposed. A setback of parapet along the southerly lot line of 20 feet is

required and a 0 setback is proposed. A hearing before the Zoning Board of Appeal on the requested variances and conditional use permit is scheduled for June 24, 1986.

COMMUNITY MEETINGS

The Developer has held four meetings with the community to discuss the design of the Building which were attended by representatives of the Leather District Neighborhood Association, the local businesses and the Boston Redevelopment Authority. The most recent meeting was held on June 9, 1986.

VS-2421/r
6/2/86

